

**IN THE JUSTICE OF THE PEACE COURT NO. 16  
OF THE STATE OF DELAWARE  
IN AND FOR KENT COUNTY**

**Dennis Quick**

Plaintiff,

v.

**Brett Johnson**

**Angelque Johnson**

Defendants.

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C.A. No. JP16-19-007068

**TRIAL DE NOVO**

Case Heard: November 15, 2019

Case Decided: November 15, 2019

Plaintiff Dennis Quick was represented Michael G. Rushe, Esquire.

Defendants Brett and Angelque Johnson appeared *pro se*.

**NOTICE OF JUDGMENT/ORDER**

This is a *de novo* appeal to a three judge panel from a decision dated October 23, 2019. The panel, comprised of Judges Hutchison, Tracy, and Sherlock, heard the new trial on November 15, 2019. Based on the following, the panel *finds in favor of the Plaintiff*.

**BACKGROUND**

Plaintiff filed a Landlord/Tenant Summary Possession petition on October 2, 2019 seeking back rent totaling \$1500.00 for the months of July, August, and September of 2019, court costs of \$47.50, post judgment interest, per diem, and possession of the rental unit located at 150 West Street, Magnolia, Delaware 19962. Trial was held on October 23, 2019 and judgment was entered in favor of the Plaintiff in the amount totaling \$1000.00 for back rent, courts costs of \$40.00, per diem at \$16.67, post judgment

interest, and possession of the rental unit. Defendant filed a timely appeal on October 28, 2019 and a trial *de novo* was scheduled.

### **TESTIMONY OF PARTIES & WITNESSES**

Plaintiff's witness Angelque Johnson testified she resides with her husband and children at 150 West Street in Magnolia, Delaware, with a rent of \$500.00 per month. She acknowledged they haven't paid rent from August through November of 2019, received the Five (5) Day notice to cure, and when rent was being paid, it went to the Plaintiff.

Plaintiff's witness Brett Johnson testified he resides with his wife and children at 150 West Street in Magnolia, Delaware, with a rent of \$500.00 per month. He acknowledged they have not paid rent from August through November of 2019, received the Five (5) Day notice to cure, and did not pay any rent after receiving the notice.

Plaintiff entered into evidence, without Defendants' objection, the following exhibits: The Five (5) Day cure letters sent to both Defendants along with the Proofs of Mailing dated September 23, 2019, and a receipt dated July 6, 2019, given to Defendants, for their payment of June 2019 rent. Plaintiff rested and motioned the court for a directed verdict as both witnesses acknowledged the non-payment of rent. After consideration, the panel denied the motion and allowed the Defendants to proceed with their case.

Defendant's witness Rosalind Quick testified she is the co-landlord of the rental unit with the Plaintiff and doesn't entirely agree with the eviction. Under cross-examination, the witness stated she, at times, collects the rent, as each of them signed off on the lease with Defendants.

Defendants entered into evidence the hand-written lease signed by the parties dated July 11, 2013.

### **DISCUSSION**

Defendant violated an obligation under the hand-written rental agreement by failing to pay rent. The Plaintiff provided the Five (5) Day letters sent to both Defendants along with the proofs of mailing as required by 25 *Del. C.* § 5502. Plaintiff provided a receipt documenting the monies received on July 6, 2019 covered June 2019 rent. Defendants provided the hand-written lease that states any violation of the lease will result in any monies collected would be used as rent *only* instead of going toward a Purchase to Own agreement.

### **CONCLUSION**

After considering the evidence and testimony presented, the panel finds Plaintiff has proven his case by a preponderance of the evidence and issues a unanimous verdict in favor of the Plaintiff and against Defendants as follows:

***Judgment in the Amount of \$2250.00<sup>1</sup>***

***Court Costs of \$47.50***

***Per Diem of \$16.67***

***Post Judgment Interest @ 7.5%***

***Possession to Plaintiff***

The Court announced its decision in open court on November 15, 2019 and reduced it to writing on this date.

**IT IS SO ORDERED** this 15th day of November, 2019.

For The Court

/s/ Michael P. Sherlock

Judge Michael P. Sherlock

Justice of the Peace

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<sup>1</sup> Judgment amount of \$2250.00 is for rent owed from July 1, 2019 through November 15, 2019.